

Bond ☐Insurance ☐Traffic Control Plan ☐

Permit Fees:

- \$200.00 asphalt, curb & gutter, Sidewalk

- \$100.00 park strip, unpaved right-a-way, Encroachment

Permit Fee: \$ _____

(NON-REFUNDABLE)

EXCAVATION PERMIT & AGREEMENT

Murray City Public Services Department
4646 South 500 West
Murray, UT 84123

Application Date: _____ Date Issued: _____ Permit # _____

Work Location: _____

Name of Applicant: _____

Billing Address: _____

City/State: _____ Zip: _____ Phone: () _____

Name of Contractor: _____ State License Number: _____

Responsible Party: _____ Fax: () _____

Office Phone: () _____ Cell Phone: () _____

Pavement Type: _____ Approx. Size: Length _____ Width _____ Depth _____

Construction Start Date: _____ Time: _____ Proposed Comp. Date: _____ Time: _____

Applicant agrees to meet all Murray City Public Works Road Cut Standards & Specification as published by
Murray City Engineering Department.

Authorized Signature: _____

**** N O T E ****

**PERMITS MUST BE TAKEN OUT 48 HOURS IN ADVANCE OF ANY CUTS AND PRESENT AT
THE WORK LOCATION AT ALL TIMES. CONTRACTOR SHALL NOTIFY INSPECTOR 24
HOURS IN ADVANCE BEFORE ANY WORK CAN PROCEED. FAILURE TO ACTIVATE MAY
RESULT IN CITATION.**

To activate permit contact Lynn Potter, (801)270-2402 or lpotter@murray.utah.gov.

Special Conditions: _____

MURRAY CITY EXCAVATION / ROAD CUT Requirements

1. **Excavation Permit & Agreement.** The applicant must complete the Excavation Permit & Agreement form, and be familiar with Murray City Standards and Specifications.
2. **Bond.** The applicant, in conjunction with their surety company, is required to complete a Murray City Corporation Excavation Bond form. Murray City requires the use of their bond form and the bond needs to be continuous until cancelled in the amount of \$10,000.00. The bond guarantees that the excavated street or public right-of-way is restored or repaired by the applicant in accordance with city specifications, or, if the repair work is done by the city, to guarantee reimbursement to the city for that work. The amount of the bond may be increased or decreased at the discretion of the City Engineer whenever it appears that the amount and cost of the work to be performed may vary from the amount of the bond. The bond shall be conditioned that the applicant shall guarantee the materials and workmanship for a period of three years from completion of such work, reasonable wear and tear excepted.
3. **Insurance.** The applicant must furnish a certificate of insurance in a company authorized to issue insurance by the state showing that the applicant has a comprehensive general liability and property damage policy that includes contractual liability coverage with minimum limits of \$1,000,000.00 for injuries, including accidental death to any one person; in an amount not less than \$2,000,000.00 on account of injuries sustained in any one accident; and property damage insurance in an amount not less than \$1,000,000.00 for each accident. The city shall be named as a named insured on the policy.
4. **Permit Fees.** The applicant shall pay the public services department the following fee deposit before a permit will be issued, these fees are nonrefundable.
 - A. For excavations within asphalt or concrete, \$200.00 minimum.
 - B. For excavations within park strip or unpaved right-a-way, \$100.00 minimum.
5. **Activation/Inspection.** Activation of permit must be scheduled with the Inspector 24 hours prior to commencing work, 48 hours if work is scheduled on weekends or holidays. Failure to activate may result in a citation.
6. **Non compliance in work zone.** If permit holder fails to comply with Murray City requirements, specifications or instructions pertinent to the permit, subsequent permits may not be issued.
7. **Traffic Control Plan.** The applicant shall also submit a traffic control plan which must meet the department's approval as a condition for the issuance of the permit (must meet MUTCD standards). Failure to comply with Murray City Code 12.16.060 (Traffic Control Devices Required Around Excavations) may result in a citation.
8. **Trench Backfill.** All trench backfill material shall be imported granular backfill meeting AASHTO M 145 classification A-1 and shall be compacted to 95% of the modified proctor density as determined by ASTM 1557. Compaction testing may be required and shall be conducted by a certified materials testing lab at the contractors / permit holders expense.
9. **Asphalt Saw Cut.** All excavations in roadways shall be saw cut at least 1 foot beyond the excavation in all directions to form a "T" patch.
10. **Asphalt Patchwork.** All Asphalt patchwork shall be done by an approved asphalt paving company or by Murray City Street Department. Asphalt patch material for residential roads shall be AC-10 DM 1/2", Asphalt patch material for all other roadways shall be AC-20 DM 3/4". A 3/4" Performance Grade asphalt mix may be required on high traffic roadways as determined by the City Engineer. Patch thickness shall be existing thickness + 1" (4" min. residential, 6" min. arterials and collectors). Compaction testing may be required and shall be conducted by a certified materials testing lab at the contractors / permit holders expense
11. **Temporary Asphalt Patching.** Asphalt patching between November 15 and March 15 will be considered temporary and will need to be replaced when weather conditions are suitable (46 degrees F and rising). Emergency permits may be issued on a case by case basis. Do not patch if surface is wet or weather is unsuitable (no frost in ground). Do not patch if wind or ground cools mix material before compaction. Paving standards are as outlined in Section 32 12 16 of APWA 2007 Standard Specifications.
12. **No Cut Roads.** Murray City has a NO CUT policy on roads newer than 3 years. If a road cut is absolutely necessary, extreme measures must be met to ensure that the road cut is placed back in the same or better condition, which may include mill and overlaying the proposed road cut area.
13. **Concrete Placement.** Before any concrete is placed the contractor must call for an inspection 24 hours prior to placement. It is the contractor's responsibility to adhere to Murray City Standards and Specifications regarding concrete placement. If Murray City Standards are not followed, the concrete done will be removed and replaced at the expense of the applicant.
14. **Painted Traffic Lines and Markings.** Any Painted traffic lines and markings disturbed during the excavation shall be re-painted in the same location with materials meeting City Standards.
15. **Storm Water Pollution Prevention.** Catch basins and storm drain inlets within 300 feet of the excavation location must be protected from dewatering, sediment, excavated materials, and general construction debris.
16. **Clean Up.** Upon completion of the excavation and patchwork the area shall be swept and returned to original condition.

BOND #: _____

EXCAVATION BOND

To Cover Excavation on Property, Right-of-Ways and Highways
Belonging to Murray City Corporation

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, _____, as Principal,
and _____, as Surety, are jointly and severally held firmly
bound unto Murray City State of Utah, as Oblige, in the sum of \$_____, lawful
money of the United States for which payment well and duly to be made, we and each of us bind
ourselves and each of our successors and assigns jointly and severally by these presents.

Signed and Sealed this _____ day of _____, 20____.

IN WITNESS WHEREOF, Principal has signed this bond and said Surety has caused
these presents to be signed by its duly authorized officer and its corporate seal to be affixed
hereto. The conditions of this obligation are such that:

WHEREAS, Principal has or is about to obtain from the Oblige, a permit(s) for making
excavations in connection with underground utilities, waterways, or other improvements within
the Public Way of Murray City; and

WHEREAS, Principal is required by ordinance to file with the Murray City Public
Services Department a bond acceptable to the City guaranteeing that all excavation work in
Public Way of Murray City shall be restored in accordance with the standard specifications of
Murray City; NOW, THEREFORE, the condition of this obligation is such that on or after the
_____ day of _____, 20____, Principal shall in all respects comply with all the
applicable terms, conditions, provisions, requirements and specifications of the Murray City
Development Code, Murray City Traffic Code, Murray City Design Standards and Murray City

Standard Specifications and the terms and conditions upon which the said permit(s) have been approved, and which terms and conditions will be incorporated by reference in said excavation permit(s) when issued, and shall fully perform his, their or its obligations in completing the work for which said permit is issued, and shall well and truly and in a manner satisfactory to the Murray City Public Services Department, complete the work described in said approved permit(s), and shall save harmless and indemnify Murray City, State of Utah from any loss, costs, expense or damage incurred through the failure of the Principal, its agents, and servants to complete the work as required by the any law, statute, ordinance, rules, regulations or requirements which pertain to such permits, included but not limited to the Murray City Design Standards and Murray City Standard Specifications and as may be further specified in his approved permit(s), or from any damages growing out of the negligence of the Principal or its agents, servants or employees and in particular shall restore all excavations made with the Public Way of Murray City in accordance with the specifications of Murray City and shall guarantee restoration of the work site, normal wear and tear excepted, for a period of three (3) years from the date of restoration for all the excavations made by Principal under such permit(s).

This obligation shall remain in full force and effect and this bond shall be deemed continuous in form and shall remain in force and effect for all excavations in the Public Way of Murray City made by Principal pursuant to all such permits approved by Murray City on or after the _____ day of _____, 20_____ unless terminated or canceled in the manner hereafter provided. The Surety herein reserves the right to withdraw as such surety except as to any liability already incurred hereunder or as to any future liability which may incur from work pursuant to a permit already issued at the time of withdrawal by the giving of thirty (30) days written notice of withdrawal sent by certified mail to the Principal and to the Murray City Engineer.

Regardless of the period this bond shall be in force, the aggregate liability of the Surety hereunder shall at no time exceed the penal sum of the bond.

IN WITNESS WHEREOF, said Principal has signed these presents and said Surety has caused these presents to be signed by its duly authorized officers and its corporate seal to be affixed hereto the day and year first hereinabove set forth.

Principal:

By_____

Name_____

Title_____

Mailing Address:

SURETY:

By_____

Name_____

Title_____

Mailing Address:

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Surety)

_____, being first duly sworn on oath,
deposes and says: that s/he is the Attorney-in-Fact of _____, a
corporation organized under the laws of the State of _____ and that s/he is duly
authorized to execute and deliver the foregoing obligation; that the said _____
is authorized to execute the same, and has complied in all respects with the laws of the State of
Utah, in reference to becoming the sole surety upon bonds, undertakings and obligations.

Attorney-in-Fact

Subscribed and Sworn to before me this _____ day of _____ - _____, 20_____.

NOTARY PUBLIC, Residing in _____

My Commission Expires:

(Attach Power of Attorney)

STATE OF UTAH)
 : ss.
County of Salt Lake)

(Complete if Principal is an individual)

On this _____ day of _____, 20_____, presently appeared before
me _____, the signer(s) of the foregoing instrument,
who duly acknowledged to me he/she (they) executed the same.

NOTARY PUBLIC, Residing in _____

My Commission Expires:

(Complete if Principal is Corporation)

NOTARY PUBLIC, Residing in

(Complete if Principal is an individual)

NOTARY PUBLIC, Residing in
